

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

IN RE:

KENNETH JOEL HOLLAND  
LINDSAY LEE HOLLAND  
Debtor(s).

CASE NUMBER 14-06832  
CHAPTER 13

NOTICE AND APPLICATION FOR SALE OF  
PROPERTY FREE AND CLEAR OF LIENS

**TO: All creditors and Parties in Interest**

YOU ARE HEREBY NOTIFIED that the debtor is applying for approval to sell the property of the debtor's estate described below free and clear of all liens and encumbrances according to the terms and conditions stated below.

TAKE FURTHER NOTICE that any response, return and/or objection to this application, should be filed with the Clerk of the Bankruptcy Court no later than twenty-one (21) days from service of the application and a copy simultaneously served on all parties in interest.

TAKE FURTHER NOTICE that no hearing will be held on this application, except as directed by the judge, unless a response, return and/or objection is timely filed and served, in which case, the Court will conduct a hearing on **December 17, 2015**, at **9:00 am**, at 1100 Laurel Street, Columbia, SC 29201. No further notice of this hearing will be given.

TYPE OF SALE: Private

PROPERTY TO BE SOLD: 3044 Calli Crossing Drive, Graniteville, SC 29829, Aiken County TMS #049-00-06-011.

PRICE: \$142,000.00 (See Exhibit A, Attached Contract of Sale)

APPRAISAL VALUE: 2015 Aiken County Tax Assessor value is \$144,575.00 (See Exhibit B)

BUYER: Bethany N. Pearson, to be 3044 Cali Crossing, Graniteville, SC, no relationship to debtor

PLACE AND TIME OF SALE: Estimated date of sale before January 1, 2015, private sale

SALES AGENT/AUCTIONEER/BROKER: No broker involved in sale, closing attorney to be Bradley L. Boni, LLC, 759 Richland Avenue, Aiken, SC 29801, (803) 644-4460

COMPENSATION TO SALES AGENT/AUCTIONEER/BROKER/ETC.: No commission at sale, Seller to pay \$3,000.00 towards closing costs.

ESTIMATED TRUSTEE'S COMPENSATION: Reasonable compensation to be determined by the Court (but not to exceed the limits set in 11 U.S.C. § 326(a)).

LIENS/MORTGAGES/SECURITY INTERESTS ENCUMBERING PROPERTY: JP Morgan Chase Bank, NA, principal balance is \$133,707.42, with interest due, advances and estimated interest per diem (60 days) brings balance to approx. \$140,500.00 to be paid in full from seller's proceeds (See Exhibit C, Loan payoff as of October 28, 2015).

DEBTOR'S EXEMPTION: N/A

PROCEEDS ESTIMATED TO BE PAID TO ESTATE: No proceeds to the estate. After mortgage payoff (see above), seller's closing costs contribution to buyer (see above), 2015 real property taxes, seller's closing costs (\$125.00 deed prep, \$20.00 courier, \$400.00 debtor's attorney's fee and \$525.40, revenue stamps), Debtor will be paying money at closing (approx. \$3,100.00). Source of funds for closing shall be from debtor's family (See Exhibit D, Estimated closing statement without lien payoff figures).

STAY OF ORDER: N/A

Applicant is informed and believes that it would be in the best interest of the estate to sell said property by private sale. Applicant is moving to Myrtle Beach, SC, for a new job and sale of the property is necessary to justify its sale and the filing of this application.

The Court may consider additional offers at any hearing held on this notice and application for sale. The Court may order at any hearing that the property be sold to another party on equivalent or more favorable terms.

The trustee, as applicable, may seek appropriate sanctions or other similar relief against any party filing a spurious objection to this notice and application.

WHEREFORE, applicant requests the Court issue an order authorizing sale of said property and such other and further relief as may be proper.

Date: November 9, 2015

/s/ Andrew C. Marine

ANDREW C. MARINE  
Attorney for the Debtor  
Post Office Box 1488  
Aiken, SC 29802  
(803) 649-0875

District Ct. ID #1039

STATE OF SOUTH CAROLINA )

COUNTY OF AIKEN )

Date: 8/26/15

Purchaser(s): Bethany N. Pearson

Seller(s): Kenneth Joel Holland Jr.

CONTRACT OF SALE

Purchaser(s) agrees to buy, and Seller(s) agrees to sell the following described property, to wit:

3044 Calli Crossing  
Graniteville S.C. 29829

Tax Parcel No.: \_\_\_\_\_

Subject to all covenants and easements of record and to all governmental statutes, ordinances, rules and regulations.

Price The Purchase Price is \$ 142,000.00

Less:

Earnest money held by \_\_\_\_\_

\$ N/A

Balance due at closing

\$ 142,000.00

To be paid by: Cash

OR

✓ New Loan Obtained From Hunter Mortgage Inc.  
(Name of Bank)

OR

  Owner Financing at   % for   years, with 1<sup>st</sup>  
payment beginning  

Closing Costs If new loan is obtained, closing costs to be paid by Seller;  
prepaid items by Seller discount points  
by Seller.

Seller to pay closing cost and  
prepaid up to \$ 3,000.00

Conditions Property is being sold in "as is" condition.

Seller(s) shall be responsible for pro-rata taxes, preparation of deed, revenue stamps on deed and termite report.

Purchaser(s) shall be responsible for recording deed, survey and attorney's fee

8-26-15  
Bethany Pearson

Seller to pay closing cost and prepaids  
up to \$3,000<sup>00</sup>

Deed Seller agrees to deliver a marketable, general warranty deed, free and clear of encumbrances, with all stamps affixed thereon. The Deed shall be prepared in the name of Bethany N. Pearson

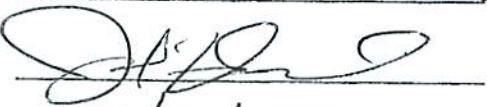
Closing Date The closing shall take place on or before Nov. 14<sup>th</sup> 2015

Default Upon failure of the purchaser(s) to comply with the terms hereof within the stipulated time, the seller(s) shall have the right to retain the amount this day paid and to enforce the performance of this contract according to law.

This contract shall be binding upon all parties, their heirs and assigns.

IN THE PRESENCE OF:

Ashley Rickard  
Ashley Rickard  
(Witnesses As to Sellers)

KENNETH JOE HOLLOWAY  
  
8/30/15

Seller(s)

Tina Pearson  
Tina Pearson  
(Witnesses As to Purchasers)

Bethany Neal Pearson  
Bethany Neal Pearson  
8/30/15

Purchaser(s)



<a href="#">Recent Sales in Neighborhood</a>		<a href="#">Previous Parcel</a>	<a href="#">Next Parcel</a>	<a href="#">Field Definitions</a>	<a href="#">Return to Main Search</a>	<a href="#">Aiken Home</a>
<b>Owner and Parcel Information</b>						
Owner Name	HOLLAND KENNETH J	Today's Date	November 8, 2015			
Mailing Address	3044 CALLI CROSSING DR GRANITEVILLE, SC 29829	Parcel Number	049-00-06-011			
Location Address	3044 CALLI CROSSING	2015 Millage Rate	6% RATIO = 240.5 OWNER-OCCUPIED 4% RATIO = 98.9			
Legal Description	THE CROSSING AT SAGE CREEK LOT 10 BLOCK C	Acres				
Property Class / Property Type	RESIDENTIAL / REAL PROPERTY	Parcel Map	<a href="#">Show Parcel Map</a>			
Neighborhood	SAGE CREEK THE CROSSING	Exemptions				
Fire District	G.V.W. FIRE DEPARTMENT	Council District	COUNCIL DISTRICT FIVE			
Building Description		Location Description				

Certified 2015 Tax Year Value Information*						
Land Value	Improvement Value	Miscellaneous Value		Total Appraised Value		
\$ 28,000	\$ 116,575	0		\$ 144,575		

Land Information						
Land Type	Zoning	Units	Unit Type	Appraised Value	Market Value	
Legal Residence 4%		1	LT	\$ 28,000	\$ 28,000	

Residential Building Information						
Type	Style	Units	Total Area Sq Ft	Heated Area Sq Ft	Exterior Walls	Year Built
Single-family Residence	One Story	1	1,600	1,600	Veneer, Brick 40% Frame, Siding, Vinyl 60%	2008
Flooring	Roof Cover	Number Fireplaces	Heating Type	Rooms/Bedrooms/Bathrooms	Garage Area	Market Value
Automatic Floor Cover Allowance	Composition Shingle		Warmed & Cooled Air	N/A	0	\$ 116,575

Miscellaneous Improvement Information						
No miscellaneous information available for this parcel.						

Sale Information						
Sale Date	Sale Price	Deed Book	Deed Page	Grantor	Grantee	
2009-01-22	\$ 142,000	4238	1476	THE CROSSING AT SAGE CREEK KEYSTONE LLC	KENNETH J HOLLAND	
2006-08-14	\$ 2,000,375	4094	1394	SAGE MILL RESIDENTIAL LTD	KEYSTONE HOMES INC	
2006-08-06	\$ 1	4143	1188	KEYSTONE HOMES INC	THE CROSSING AT SAGE CREEK KEYSTONE LLC	

<a href="#">Recent Sales in Neighborhood</a>	<a href="#">Previous Parcel</a>	<a href="#">Next Parcel</a>	<a href="#">Return to Main Search Page</a>	<a href="#">Aiken Home</a>
--	---------------------------------	-----------------------------	--	----------------------------

The Aiken County Assessor's Office makes every effort to produce the most accurate information possible. No warranties expressed or implied are provided for the data herein, its' use or interpretation. Certified Value Information\* is from the last certified tax roll information, all other assessment information and values are current working information and is subject to change before the next certified tax roll. Website Updated: November 2, 2015

© 2015 by Aiken County SC | Website design by [qpublic.net](#)

Chase  
PO Box 183222  
Columbus, OH 43218-183222

CHASE

Payout  
Quote Generated  
13:56:20

Thursday, October 22, 2015

KENNETH J HOLLAND  
3044 CALLI CROSSING DR  
GRANITEVILLE,SC 29829

**Payoff Quote**

Account: [REDACTED] 06298  
Property Address: 3044 CALLI CROSSING DR  
GRANITEVILLE,SC 29829

Dear Mortgagor(s):

JPMorgan Chase Bank, N.A. is writing in response to your request for a payoff quote for the account referenced above.

The total amount due\* to pay off this Loan is \$139,455.17, which is good through 10-28-15. If the Good Through Date falls on a holiday or a non-working day, payments will be treated as timely if made on the next working day. Below is an itemization of this amount:

Payoff Quote		
Unpaid Principal Balance		\$133,707.42
Deferred Principal Balance		\$0.00
Interest Per Diem**		\$18.32
Interest Due From	1/1/15	\$5,526.84
Pro Rata MIP/PMI		\$0.00
Escrow Advance Balance		\$143.67
Restricted Escrow Balance		\$0.00
Buydown Subsidy/Replacement Reserve Balance		\$0.00
HUD Subsidy Balance		\$0.00
CR Life / Original Fee Rebate		\$0.00
Prepayment Penalty		\$0.00
Late Charges		\$0.00
Monthly Late Charge Amount	\$31.88	
NSF (Insufficient Funds)		\$0.00
Other Fees***		\$0.00
Recording Fee		\$5.00
Demand Fee		\$0.00
Suspense		(\$771.76)
Corporate Advances***		\$844.00
Incurred Attorney Fees		\$0.00
Incurred Attorney Costs		\$0.00
<b>Subtotal</b>	10/28/15	<b>\$139,455.17</b>
Estimated Escrow Advances		\$0.00
Estimated Attorney Fees		\$0.00
Estimated Attorney Costs		\$0.00
<b>Total Estimated Amounts</b>		<b>\$0.00</b>
<b>Total Payoff Amount Good through</b>	10/28/15	
<b>Total Payoff Amount*</b>		<b>139,455.17</b>

\*This loan payoff statement shows the total amount you owe. However, some amounts may not have to be paid for the lien to be released. Please call us at 800-848-9380 for details or 800-582-0542 for TTY services.

\*\*If the loan is a Federal Housing Administration loan, the interest is monthly, not per diem.

\*\*\*Other Fees and Corporate Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered. If you need additional information regarding any of these amounts, please call us at one of the telephone numbers listed above.

If you're sending funds by wire transfer, we must receive the full payoff amount before 6 p.m. Eastern Time for current day processing. Payoff funds should be sent by wire transfer to:

JPMorgan Chase Bank, N.A.  
Account: 323553729  
ABA Routing Number: 021000021  
Account Name: Chase Payoff Wire Account  
OBI Text: (enter loan number in OBI text field)  
Attention: Payoff Processing

Please be sure that the wire description includes the Chase account number, the name of the borrower(s), the property address, and the agent's contact information.

You may also send the payoff amount in the form of certified funds. No personal checks will be accepted.

Please send certified funds to:

Chase  
Attention Payoff Processing  
Mail Code: OH4-7115  
3415 Vision Drive  
Columbus, OH 43219-6009

\* For CEM/CO-OP use Mail Code: OH4-2222

Please return a copy of this letter in its entirety along with your payment.

Payments cannot be made at Chase branches. Please refer to the address above for payment information or call us if you have any questions.

We value you as a customer and want to ensure your continued satisfaction.

Sincerely,

Chase  
877-838-1882 Ext. 52195  
800-582-0542 TTY

#### PAYOUT QUOTE DISCLOSURES

- 1) If the closing date changes, you should promptly contact our office to request a new payoff quote.
- 2) The above figures are subject to final verification upon receipt of the payoff remittance by Chase. Notwithstanding the "good through" date provided in this payoff quote, if the Loan is in default, all default-related processes, including but not limited to foreclosure sale, will continue, and all fees and costs incurred after the issuance of this payoff quote will continue to be assessed until the Loan is paid in full. If you cannot pay the amount specified in this letter, please call us at 800-848-9380 to discuss possible alternatives. If you are paying off your loan as a result of a natural disaster, please call us at 800-848-9136 to see if we can offer you assistance.
- 3) All checks that have been tendered to Chase in satisfaction of monthly payments must have cleared the payor's bank. Do not place a stop payment on checks previously mailed to Chase or cancel automatic mortgage payments by Chase prior to payment in full. If your loan has not been referred to foreclosure and in accordance with the loan documents, a late charge fee will be assessed at the close of business at the end of the grace period. If your payment is not received prior to the expiration of the grace period, such late charge will be added to the total amount due on the loan. You may call 800-548-7912 to ascertain the late charge amount.
- 4) If the payoff remittance is insufficient to pay the total amount secured by the security instrument, the payoff funds will be returned with a new quote.

5) Disbursements of all escrowed items (e.g. hazard, flood and PMI insurance, taxes, etc.) will be paid from escrow as normally scheduled (up to the date payoff funds are received). It is the responsibility of the borrower and their closing agent (if applicable) to obtain a refund should a double payment of taxes or insurance occur. If you require confirmation of any recent escrow disbursements, please call (800) 548-7912. Any escrow balance or overpayment remaining in the account will be refunded to you. We will not accept or process escrow assignments.

6) You understand and agree that if Chase receives and processes a payoff and subsequently is requested to return such payoff funds, due to loan rescission or for any other reason, unless prohibited by law, Chase reserves the right to charge the title company or lender requesting such return a fee of \$1,000 to compensate it for its time and costs incurred with reboarding the loan onto the system.

7) **Minnesota and Massachusetts properties:** If this quote was ordered to sell your Property, please forward the supporting documentation of the sale to Chase or fax to 877-271-0378. Please include this quote page as the lead page. Please note that the supporting documentation will only be reviewed if faxed to the number above.

8) **Restricted Escrow Funds:** Restricted escrow funds are made up of insurance claim proceeds that we received for your property. These funds may be used to pay off your account in full. If you intend to pay off your account in full with these funds, please sign and return the enclosed Letter of Authorization form. The completed form must be returned to our office before we can use the funds to pay off your account. If you use these funds to pay off your loan, you will not be able to use them to repair your property. The funds cannot be used to pay down or reduce the amount owed if you do not intend to pay off your account.

#### IMPORTANT LEGAL INFORMATION

We are attempting to collect a debt, and any information obtained will be used for that purpose.

We may report information about your account to consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.

**[CA LOANS ONLY]** The California Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission toll-free at 877-FTC-HELP, 877-382-4357 or [www.ftc.gov](http://www.ftc.gov).

**[WV LOANS ONLY]** Your Note and Security Instrument may preclude the recovery of attorney's fees, and consistent with state law, Chase otherwise limits the recovery of certain fees from West Virginia customers as a result of default. If you have questions regarding any amounts, please call us at 877-838-1882 ext. 52195 or 800-582-0542 TTY.



## A. Settlement Statement (HUD-1)

### B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number: 15681	7. Loan Number: 39309	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower:  Bethany N. Pearson 3044 Calli Crossing Graniteville, SC 29829	E. Name and Address of Seller:  Kenneth J. Holland 3044 Calli Crossing Graniteville, SC 29829	F. Name and Address of Lender:  Magnolia Bank P. O. Box 188 Hodgenville, KY 42748
G. Property Location: 3044 Calli Crossing Graniteville, SC 29829 Aiken County, South Carolina	H. Settlement Agent: Bradley L. Boni, LLC, Attorney at Law 759 Richland Avenue, West Aiken, SC 29801  Place of Settlement: 759 Richland Avenue, West Aiken, SC 29801	I. Settlement Date:  October 28, 2015

### J. Summary of Borrower's transaction

100. Gross Amount Due from Borrower:		
101. Contract sales price	142,000.00	
102. Personal property		
103. Settlement Charges to Borrower (Line 1400)	1,190.50	
104.		
105.		
<b>Adjustments for items paid by Seller in advance</b>		
106. City/Town Taxes	to	
107. County Taxes	10/28/15 to 01/01/16	111.93
108. Assessments	to	
109.		
110.		
111.		
112.		
<b>120. Gross Amount Due from Borrower</b>	<b>143,302.43</b>	
<b>200. Amounts Paid by or in Behalf of Borrower</b>		
201. Deposit or earnest money		
202. Principal amount of new loan(s)	144,897.00	
203. Existing loan(s) taken subject to		
204.		
205.		
206.		
207.		
208.		
209. Seller paid closing costs	3,000.00	
<b>Adjustments for items unpaid by Seller</b>		
210. City/Town Taxes	to	
211. County Taxes	to	
212. Assessments	to	
213.		
214.		
215.		
216.		
217.		
218.		
219.		
<b>220. Total Paid by/for Borrower</b>	<b>147,897.00</b>	
<b>300. Cash at Settlement from/to Borrower</b>		
301. Gross amount due from Borrower (line 120)	143,302.43	
302. Less amount paid by/for Borrower (line 220)	( 147,897.00)	
<b>303. Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower</b>	<b>4,594.57</b>	

\* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)  
By signing page 2 of this statement, the signatories acknowledge receipt of a completed copy of page 1 of this two page statement.

### K. Summary of Seller's transaction

400. Gross Amount Due to Seller:		
401. Contract sales price	142,000.00	
402. Personal property		
403.		
404.		
405.		
<b>Adjustments for items paid by Seller in advance</b>		
406. City/Town Taxes	to	
407. County Taxes	to	
408. Assessments	to	
409.		
410.		
411.		
412.		
<b>420. Gross Amount Due to Seller</b>	<b>142,000.00</b>	
<b>500. Reductions in Amount Due Seller:</b>		
501. Excess deposit (see instructions)		
502. Settlement charges to Seller (Line 1400)	1,070.40	
503. Existing loan(s) taken subject to		
504. Payoff First Mortgage		
505. Payoff Second Mortgage		
506.		
507.		
508.		
509. Seller paid closing costs	3,000.00	
<b>Adjustments for items unpaid by Seller</b>		
510. City/Town Taxes	to	
511. County Taxes	01/01/15 to 10/28/15	516.61
512. Assessments	to	
513.		
514.		
515.		
516.		
517.		
518.		
519.		
<b>520. Total Reduction Amount Due Seller</b>	<b>4,587.01</b>	
<b>600. Cash at settlement to/from Seller</b>		
601. Gross amount due to Seller (line 420)	142,000.00	
602. Less reductions due Seller (line 520)	( 4,587.01)	
<b>603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller</b>	<b>137,412.99</b>	

**L. Settlement Charges**

**700. Total Real Estate Broker Fees**

Division of commission (line 700) as follows:			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
701. \$ to				
702. \$ to				
703. Commission paid at settlement				
704.				

**800. Items Payable in Connection with Loan**

801. Our origination charge	\$	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)		
803. Your adjusted origination charges		(from GFE #A)	0.00	
804. Appraisal fee to		(from GFE #3)		
805. Credit Report to		(from GFE #3)		
806. Tax service to		(from GFE #3)		
807. Flood certification to		(from GFE #3)		
808.		(from GFE #3)		
809.		(from GFE #3)		
810.		(from GFE #3)		
811.		(from GFE #3)		

**900. Items Required by Lender to Be Paid in Advance**

901. Daily interest charges from 10/28/15 to 11/01/15	4 @ \$/day	(from GFE #10)		
902. Mortgage insurance premium for months to		(from GFE #3)		
903. Homeowner's insurance for years to		(from GFE #11)		
904.		(from GFE #11)		
905.		(from GFE #11)		

**1000. Reserves Deposited with Lender**

1001. Initial deposit for your escrow account		(from GFE #9)		
1002. Homeowner's insurance	months @ \$	per month	\$	
1003. Mortgage insurance	months @ \$	per month	\$	
1004. Property taxes			\$	
1005.			\$	
1006.	months @ \$	per month	\$	
1007.	months @ \$	per month	\$	
1008.			\$	
1009.			\$	

**1100. Title Charges**

1101. Title services and lender's title insurance		(from GFE #4)	1,054.50	
1102. Settlement or closing fee		\$		
1103. Owner's title insurance to South Aiken Title Company		(from GFE #5)	100.00	
1104. Lender's title insurance to South Aiken Title Company		\$	424.50	
1105. Lender's title policy limit	\$ 144,897.00			
1106. Owner's title policy limit	\$ 142,000.00			
1107. Agent's portion of the total title insurance premium to South Aiken Title Company		\$ 314.70		
1108. Underwriter's portion of the total title insurance premium to South Aiken Title Company		\$ 209.80		
1109. Deed Preparation to Bradley L. Boni, LLC, Attorney at Law		\$	125.00	
1110. Courier Fee to Bradley L. Boni, LLC, Attorney at Law		\$	20.00	
1111. Atty Fee to Andrew Marine, Attorney at Law		\$	400.00	
1112.		\$		
1113.		\$		

**1200. Government Recording and Transfer Charges**

1201. Government recording charges to Aiken County RMC Office		(from GFE #7)	36.00	
1202. Deed \$ 10.00 Mortgage \$ 26.00 Releases \$		Other \$		
1203. Transfer taxes			(from GFE #8)	
1204. City/County tax/stamps \$ 525.40		\$		525.40
1205. State tax/stamps \$		\$		
1206.				
1207.				

**1300. Additional Settlement Charges**

1301. Required services that you can shop for		(from GFE #6)		
1302.		\$		
1303.		\$		
1304.		\$		
1305.		\$		

**1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)**

1,190.50 1,070.40

\* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Borrower

Bethany N. Pearson

Seller

Kenneth J. Holland

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Bradley L. Boni, Attorney at Law, Settlement Agent

WARNING: IT IS A CRIME TO KNOWLINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
<b>Charges That in Total Cannot Increase More than 10%</b>		Good Faith Estimate	HUD-1
Government recording charges	#1201		36.00
Title services and lender's title insurance	#1101	0.00	1,054.50
Owner's title insurance to South Aiken Title Company	#1103		100.00
	<b>Total</b>		1,190.50
	Increase between GFE and HUD-1 Charges	\$ 1,190.50 or	0.00%
<b>Charges That Can Change</b>		Good Faith Estimate	HUD-1
<b>Loan Terms</b>			
Your initial loan amount is	\$ 144,897.00		
Your loan term is	30.00 years		
Your initial interest rate is	_____ %		
Your initial monthly amount owed for principal, interest and any mortgage insurance is	N/A <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance		
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of _____ %. The first change will be on _____ and can change again every _____ months after _____. Every change date, your interest rate can increase or decrease by _____. Over the life of the loan, your interest rate is guaranteed to never be lower than _____ % or higher than _____ %.		
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$ _____.		
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be on _____ and the monthly amount owed can rise to \$ _____. The maximum it can ever rise to is \$ _____.		
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ _____.		
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ _____ due in _____ years on _____.		
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$N/A that results in a total initial monthly amount owed of \$N/A. This includes principal, interest, any mortgage insurance and any items checked below: <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's insurance  <input type="checkbox"/> Flood insurance <input type="checkbox"/> </div>		

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

**HUD-1 Attachment**

**Borrower(s):** Bethany N. Pearson  
3044 Calli Crossing  
Graniteville, SC 29829  
**Lender:** Magnolia Bank  
**Settlement Agent:** Bradley L. Boni, LLC, Attorney at Law  
(803)644-4460  
**Place of Settlement:** 759 Richland Avenue, West  
Aiken, SC 29801  
**Settlement Date:** October 28, 2015  
**Property Location:** 3044 Calli Crossing  
Graniteville, SC 29829  
Aiken County, South Carolina

**Seller(s):** Kenneth J. Holland  
3044 Calli Crossing  
Graniteville, SC 29829

<b>Title Services and Lender's Title Insurance Details</b>	<b>BORROWER</b>	<b>SELLER</b>
Attorney's Fee to Bradley L. Boni, LLC, Attorney at Law	375.00	
Express/Email Fee to Bradley L. Boni, LLC, Attorney at Law	30.00	
Title Binder to South Aiken Title Company	100.00	
Title Search to William Harper, LLC	90.00	
CPL Fee to South Aiken Title Company	35.00	
Lender's title insurance to South Aiken Title Company	424.50	
<b>Total</b>	<b>\$ 1,054.50</b>	<b>\$ 0.00</b>

<b>Owner's Title Insurance</b>	<b>BORROWER</b>	<b>SELLER</b>
Owner's Policy Premium to South Aiken Title Company	100.00	
<b>Total</b>	<b>\$ 100.00</b>	<b>\$ 0.00</b>

<b>Lender's Title Insurance</b> <small>*fees also shown above in Title Services and Lender's Title Insurance Details</small>	<b>BORROWER</b>	<b>SELLER</b>
Lender's Policy Premium to South Aiken Title Company	424.50	
<b>Total</b>	<b>\$ 424.50</b>	<b>\$ 0.00</b>

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

IN RE:

KENNETH JOEL HOLLAND  
LINDSAY LEE HOLLAND

Debtor(s).

CASE NUMBER 14-06832  
CHAPTER 13

CERTIFICATE OF SERVICE

I, Sheryl Fleming, declare under the penalty of perjury that I have served the attached document(s) on the following entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

**The following entities were served by first class mail on November 9, 2015:**

See attached Mailing List

**The following entities were served by electronic transmission on November 9, 2015:**

Joy Goodwin  
Chapter 13 Trustee  
1813 Laurel Street  
Columbia, SC 29201

/s/ Sheryl Fleming

---

SHERYL FLEMING, Legal Assistant

Andrew C. Marine  
Attorney at Law  
Post Office Box 1488  
Aiken, SC 29802

Telephone No: 803/649-0875  
District Court I.D. No: 1039